



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR PROPOSAL NUMBER: M8-0037

PROPOSAL DUE DATE: 2:00 pm (MST), April 15, 2008

In accordance with Arizona Revised Statute § 41-2534, competitive sealed proposals for the material or service specified will be received by the Department of Emergency and Military Affairs (hereinafter referred to as Department) Procurement Office (State), location identified above, until the date and time cited. Offers received will be opened and read publicly.

Proposals must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late proposals will not be considered. Offerors submitting late proposals will be so notified.

Proposals must be submitted in a sealed envelope with the Request for Proposal Number and the Offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or be typewritten. Additional instructions for preparing proposals are provided herein. Offerors are encouraged to carefully read the entire Solicitation.

People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice to the Department of Emergency and Military Affairs Procurement Office.


MATERIAL OR SERVICE: Timber Marking and Timber Volume Estimation, Army National Guard, Camp Navajo, Bellemont, Arizona

FOR QUESTIONS ON THE SCOPE OF WORK: Tom Parker **TELEPHONE:** (928) 773-3318 **E-mail:** Tom.Parker@azdema.gov

CONTRACT TYPE: FIRM, FIXED PRICE

BUYER: Kathy Eastep **TELEPHONE:** (602) 267-2763

PROPOSAL ISSUE DATE: 3/19/2008


CORRY SLAMA
As Procurement Officer and Not Personally

NOTE: Map/Location of the DEMA Procurement Office (State) is on the back of this page

DEMA PROCUREMENT OFFICE

Building #M5330
5636 E. McDowell Road
Phoenix, Arizona

Hours of Operation

Monday - Friday 7:00 AM - 3:30 PM

Location

Access to the DEMA Procurement Office is available off Bushmaster. Bushmaster is approximately ½ mile east of 52nd Street. (Enter base off McDowell Rd., Turn north on Bushmaster and follow the road on the base parallel to McDowell Road.)

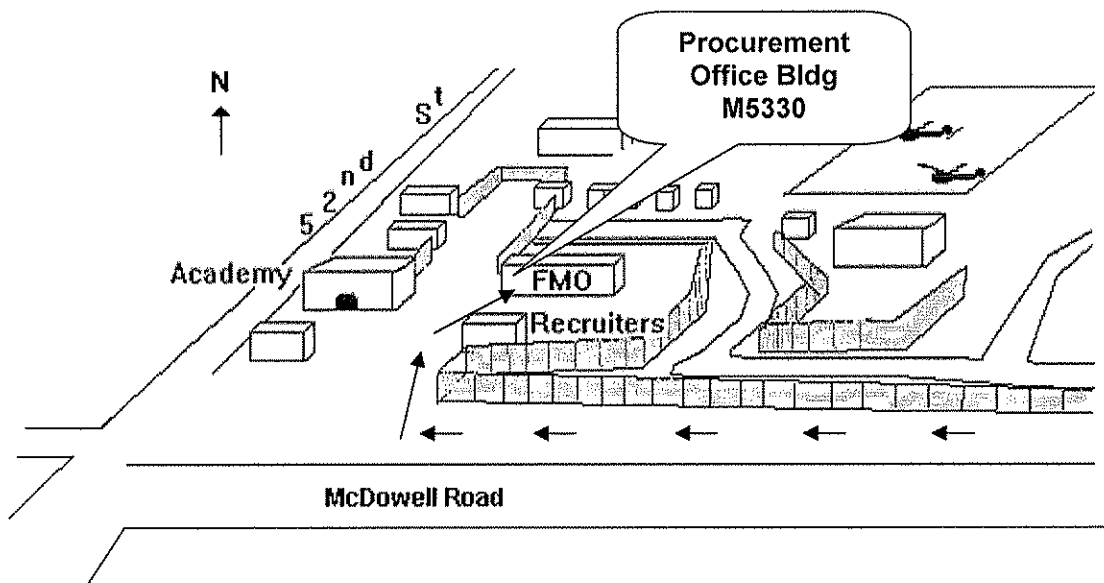


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The **documents and forms listed below in boldface type and underlined** must be completed and returned by the Offeror. Other documents may be required. Offerors shall carefully review all sections of the Request for Proposal.

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SECTION I
UNIFORM INSTRUCTIONS TO OFFERORS v 7.1

The State of Arizona's approved Uniform Instructions (**Version 7.1, Dated 05/01/03**) to Offerors/Bidders are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Instructions to Offerors/Bidders is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION II
UNIFORM TERMS AND CONDITIONS – AZ SPO Form 202, Revision 7

The State of Arizona's approved Uniform Terms and Conditions (**Version 7.0, Dated 05/01/03**) are incorporated herein by reference and are available for public review and download in Adobe Acrobat format from the following web site:

<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

A hardcopy of the State of Arizona's approved Uniform Terms and Conditions is available upon request by visiting the Emergency and Military Affairs Procurement Office (State), 5636 E. McDowell Rd., Building M5330, Phoenix, AZ 85008-3495 or by calling (602) 267-2699.

SECTION III
DEMA SPECIAL TERMS AND CONDITIONS

1. **PURPOSE**

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2534, et.seq., the State of Arizona, Department of Emergency and Military Affairs intends to develop their respective FEMA approvable plans, ensuring they are eligible for federal disaster funding.

2. **CONFIDENTIAL INFORMATION**

If a person believes that its proposal or protest submitted to the State contains trade secrets or other proprietary data that remain confidential under A.R.S. § 41-2533(d) or A.R.S. § 41-2534(d), the person shall include, with its submission, a statement that explains and supports the person's claim that the submission contains such information. The person also shall stamp as confidential or otherwise specifically identify in its submission all trade secrets and other proprietary data that it believes remain confidential.

3. **INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. **INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Disease – Policy Limit	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such

additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008**. And shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, AZ. 85008**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **LICENSES/REGISTRATIONS**

The Contractor and any consultants shall maintain current all applicable federal, state and local licenses/registrations required for the operation of the business conducted by the Contractor and any consultants as applicable to the Contract.

6. **PATENTS AND COPYRIGHTS**

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under the Contract are the property of the State of Arizona and shall not be used or released by the Contractor or any other person except with the prior written permission of the Department.

7. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN STATE PERSONNEL**

All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the Department's needs in accordance with Arizona Revised Statute, Title 41, Chapter 23, Article 4 and associated Arizona Administrative Codes.

8. **APPROVAL**

The Contract shall be entered into by the Department and the Contractor in accordance with laws of the State of Arizona.

9. **SAFETY STANDARDS**

All work provided under this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

10. **TERM OF CONTRACT**

The term of any resultant Contract shall commence on the date of Notice to Proceed and shall be completed no later than August 30, 2008 unless terminated, cancelled or extended as otherwise provided herein.

11. **CONTRACT EXTENSION**

The Department reserves the right to unilaterally extend the Contract for thirty-one (31) days past the expiration date. Any resultant Contract may be extended for supplemental periods of one (1) year each, up to a maximum contract term of five (5) years, by a mutual written agreement between the Contractor and Department.

12. **CONTRACT APPLICABILITY**

The Contractor shall comply with all requirements found within the text of the Contract and this Solicitation. All previous agreements, Contracts, or other documents, which have been executed between the Contractor and the Department/State of Arizona, are not applicable to this Solicitation nor any resultant Contract.

13. **USE OF ENDANGERED TROPICAL HARDWOOD**

Contractors shall comply with all provisions of Arizona Revised Statute § 34-201, as amended, concerning any construction, building addition, or alteration project which is financed by monies of this State or its political subdivisions. Endangered tropical hardwood shall not be used unless an exemption is granted by the Director of the Department of Administration. The Director shall only grant an exemption if the use of endangered tropical hardwood is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. "Endangered tropical hardwood" includes ebony, lauan, mahogany or teak hardwood.

14. VALUE IN PROCUREMENT

Through the Governor's Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its original term even though additional contract extensions may still be available.

15. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their bid/proposal.

Section IV

PROPOSAL REQUIREMENTS

1. **Purpose.** The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for **Purpose.** The Arizona Department of Emergency and Military Affairs requests submission of Proposals from qualified firms for **Timber Marking and Timber Volume Estimation, Army National Guard, Camp Navajo, Bellemont, Arizona**
2. **Proposal Format.** Firms interested in submitting a Proposal must respond in accordance with the requirements contained herein and include no less than the following information (organized and tabbed in this sequence):

Letter of Transmittal

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- a. Describe all work the contractor will perform, or proposes to perform, to complete the required tasks described in this SOW;
- b. Present the names and responsibilities of the personnel to be involved in this project; specifically describe the work to be performed by each person on each task or work element, and list the approximate number of hours each person will work on each task or work element;
- c. Demonstrate that the contractor has a clear understanding of the scope of the project and the essential requirements involved in providing the required services, possesses and will make available the necessary personnel and facilities to perform the services within the required time, and has the qualifications and experience necessary to provide the required services;
- d. Describe any work or methodology not specified in the SOW as a project requirement or as an optional task, but which may become necessary as a consequence of this type of project, or that the contractor may wish to employ to better accomplish this project, or that may be more cost-effective;
- e. Present the names of all subcontractors to be employed for this project, and identify all small businesses, minority business enterprises, and women business enterprises the contractor intends to contract with, if any;
- f. Present an estimated work schedule that shows the timeframe, or approximate or actual date upon which each task will be performed and/or completed;
- i. Present the total firm, fixed price for the project, and a detailed list of prices and costs correlated with each particular task necessary to complete this project. Do not include any costs, such as "contingencies," which do not correlate with specific tasks.

Other Data

Proposal Exception(s)

All Attachment(s) (organized in sequential order)

Attachment A Offer and Acceptance

Attachment B Bid Proposal Form

Attachment C Certificate of Corporate Authority

Attachment D Non-Collusion Affidavit

Attachment E Suspension/Debarment Affidavit

Attachment F Small, Woman-Owned and/or Minority-Owned Business Certification

1. **Proposal Submittal:**

a. **SUBMIT FIVE (5) ORIGINAL COPIES OF YOUR PROPOSAL. ALL PROPOSALS MUST INCLUDE AN ORIGINAL SIGNATURE, BE COMPLETE IN EVERY DETAIL AND RECEIVED NO LATER THAN 2:00 PM (MST), April 15, 2008**

DELIVER OR SEND YOUR PROPOSALS TO:

Department Procurement Office (STATE)
Department of Emergency & Military Affairs
5636 E. McDowell Road, Building M5330
Phoenix, Arizona 85008-3495

2. **Proposal Opening.** Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each Offeror shall be read publicly and recorded. All other information contained in the proposals shall remain confidential. Proposals are not be subject to public inspection until after a Contract award has been made. **Late proposals will not be accepted.**
3. **Offer Acceptance Period.** Proposals must be held open and will be considered an irrevocable offer for **one hundred twenty (120)** days after the proposal opening date and time.
4. **Evaluation Criteria.** Each proposal will be reviewed to determine the compliance or non-compliance of the requirements stated in the RFP and evaluated against the specific evaluation criteria listed. The evaluation criteria contained in this solicitation are listed in order of descending importance (the most important criterion listed first followed consecutively by criteria of lesser importance/value).

The Procurement Officer may conduct verbal and/or written discussions with offerors and negotiations may be conducted with offerors reasonably susceptible of being selected for award and that fall within the competitive range.

Each proposal will be evaluated in accordance with the following established evaluation criteria.
OFFERORS ARE REQUESTED TO KEEP THEIR NARRATIVES BRIEF AND TO THE POINT.

Evaluation Criteria

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible offeror whose proposal is determined to be the most advantageous to the State based on the following criteria:

- a. Quality and scope of the proposal, including the method(s) proposed to perform the work described in the SOW and any alternative or innovative methods or approaches that would accomplish the project more efficiently or in a more cost-effective manner; the extent to which all elements of the SOW have been addressed; the degree to which the contractor has clear understanding of project; and any assumptions made by the contractor;
- b. Qualifications and experience of proposed personnel for each task and their experience with similar projects; availability of personnel, facilities, and equipment; and the degree to which the project schedule meets needs of ADEMA;
- c. Any systems, procedures, or practices the contractor employs to assure the quality and efficiency in the execution of work and delivery of services;
- d. Whether contractor and any subcontractors employed for this project are a small business, a minority business enterprise, or a women business enterprise;
- e. Prices and costs for all services, materials, and equipment required to perform all work required by the SOW

Section V
APPLICABLE LAWS AND REGULATIONS
AS REQUIRED BY MASTER COOPERATIVE AGREEMENT

1. NONDISCRIMINATION

The Contractor/Vendor covenants and agrees that no person shall be denied benefits of, or otherwise be subjected to, discrimination in connection with the Contractor/Vendor's performance under this Master Cooperative Agreement (MCA), on the ground of race, religion, color, national origin, sex or handicap. Accordingly and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following:

- a. Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and DOD regulations (32 CFR Part 300) issued there under;
- b. Executive Order 11246 and Department of labor regulations issued there under (41 CFR Part 60);
- c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and DOD Regulations issued there under (32 CFR Part 56); and,
- d. The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).

2. LOBBYING

- a. The Contractor/Vendor covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of section 319 of Public Law 101-121 (U.S.C. § 1352) is incorporated by reference.

3. DRUG-FREE WORK PLACE

- a. The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, subtitle D; U.S.C. § 701 et seq.) and maintain a drug-free work place.
- b. The Final Rule, Government-Wide Requirements for Drug-Free Work Place (Grants), issued by the Office of Management and budget and the Department of Defense (32 CFR Part 28, Subpart f) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with all the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

4. ENVIRONMENTAL PROTECTION

- a. The Contractor/Vendor agrees that its performance under this contract shall comply with: the requirements of Section 114 of the Clean Air Act (42 U.S.C. § 7414) and Section 308 of the Federal Water pollution Control Act (33 U.S.C. § 1318), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder; the Resources Conservation and Recovery Act (RCRA); the Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA); the National Environmental Policy Act (NEPA); and any applicable Federal, Contractor/Vendor or Local environmental regulation.

b. The Contractor/Vendor shall insure that no facility used in its performance under this contract is listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR Part 15 without the concurrence of State. The Contractor/Vendor shall notify State of the receipt of any communication from EPA indicating that a facility to be or being used in its performance under this contract is under consideration for listing on the EPA list of violating facilities.

c. For the purposes of this section, State agrees that the Contractor/Vendor's obligations in Paragraphs a. and b. of this section above shall not apply to any armory, base, training site, or other facility or portion thereof, the operation and maintenance of which is funded under this contract, that is currently listed as a violating facility, on the effective date of this contract, pursuant to 40 CFR Part 15; nor, shall such listing be the basis for State's termination for cause of this contract or for State's disallowance of any cost otherwise allowable under this contract. The Contractor/Vendor and State agree to cooperate to remediate, as expeditiously as possible, for any facility the operation and maintenance of which is within the scope of this contract, the condition giving rise to the listing of any such facility as a violating facility according to applicable statutes, regulations, or other agreements subject to the availability of funds.

5. USE OF UNITED STATES FLAG VESSELS

a. To use privately-owned United States flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) of any equipment, materials, or commodities that are both (1) procured, contracted for, or otherwise obtained with funds made available by State under this contract, and (2) transported by ocean vessel, to the extent such vessels are available at fair and reasonable rates;

b. To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a) above to both State and to the Division of National Cargo, Office of Market Development, U. S. Maritime Administration, Washington, D.C. 20590; and

c. **Subject** to existing contracts, to insert the substance of the provisions of this section in all contracts issued pursuant to this contract, and to cause such provisions to be inserted in all sub contracts issued pursuant to this contract, where the contract or subcontract is for \$100,000 or more and where there is a possibility of ocean transportation of procured equipment or materials.

6. DEBARMENT AND SUSPENSION

a. Contractor/Vendors shall not make any award or permit any award (subgrant or contract) to any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension".

b. The Final Rule, Governmentwide Debarment and Suspension (Nonprocurement) issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 25) to Implement the provisions of Executive Order 12549, "Debarment and Suspension" is incorporated by reference and the Contractor/Vendor covenants and agrees to comply with the provisions thereof, including any amendments to the Final Rule that may hereafter be issued.

7. BUY AMERICAN ACT

The State covenants and agrees that it will not expend any funds appropriated by Congress without complying with the Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding Between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES

The Contractor/Vendor covenants and agrees that it will comply with the provisions of the Uniform Relocation and Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and regulations issued thereunder (49 CFR Part 24).

ATTACHMENT A
STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
OFFER & ACCEPTANCE DOCUMENT

REQUEST FOR PROPOSAL NUMBER: M8-0037

SUBMIT THE ORIGINAL OF THIS ATTACHMENT TO THE DEPARTMENT PROCUREMENT OFFICE

TO: Procurement Manager, Department Procurement Office (State)

The Undersigned hereby offers and agrees to furnish **Timber Marking and Timber Volume Estimation, Army National Guard, Camp Navajo, Bellemont, Arizona** in compliance with all terms, conditions, drawings, specifications and/or addenda. Signature also certifies understanding and compliance with the Instructions to Offerors.

Arizona Transaction (Sales) Privilege Tax License No.:	Point of contact for questions concerning this offer:
Federal Employer Identification No.:	Name _____
Commercial Contractor's License No:	Telephone No. _____
Company Information:	Fax No. _____
Company Name: _____	Authorized signature: _____
Street Address _____	Printed Name _____
Street Address _____	Title _____
City _____ State _____ Zip _____	Signature _____
Company Email Address _____	

ACCEPTANCE OF OFFER AND CONTRACT AWARD

When signed below, your Proposal is hereby accepted. The Contractor is now bound to perform based upon the solicitation and the Contractor's bid as accepted by the State. This Contract shall be referenced by Contract No. **M8-0037** **do not commence any billable work or provide services under this Contract until having received an executed Purchase Order or Notice to Proceed letter.**

AZ. DEPT. OF EMERG. & MILIARY AFFAIRS

Awarded the _____ day of _____, 200_____

Corry Slama, C.P.M., CPPB
As Procurement Manager & Not Personally

ATTACHMENT B
BID PROPOSAL FORM
M8-0037

Sealed Proposals will be received until **2:00 pm (MST), April 15, 2008**, in the Department Procurement Office (State), Building #M5330, 5636 East McDowell Road, Phoenix, Arizona 85008-3495. Proposals will be opened in Building #M5330.

Having carefully examined the premises, conditions and all specifications affecting this work, the Offeror proposes to provide all labor, supplies, material, applicable taxes, transportation, and services required to complete **Timber Marking and Timber Volume Estimation, Army National Guard, Camp Navajo, Bellemont, Arizona** in strict conformity with all provisions of the Solicitation for the following:

LINE ITEM	QTY	DESCRIPTION	FIRM FIXED PRICE
1.	job	Timber Marking and Timber Volume Estimation	\$ _____

PAYMENT TERMS:

Net _____ Days or Prices quoted herein can be discounted by _____% if payment is made within _____ days of invoice receipt.

The Offeror agrees to complete all of the work under the contract no later than August 30, 2008.

The Offeror is familiar with all the provisions of this Solicitation, local conditions and has carefully checked the figures comprising his proposal.

The Department of Emergency and Military Affairs shall not be responsible for any errors or omissions on the part of the Offeror.

This proposal may not be withdrawn for a period of at least **one hundred twenty (120)** days after the proposal closing date.

ATTACHMENT C
CERTIFICATE OF CORPORATE AUTHORITY

Offerors must provide the following information:

A Corporation existing under the laws of the State of _____; or

A Partnership consisting of _____; or

An Individual trading as _____.

If your firm is a corporation, completion of the following certification is mandatory. **(NOTE: THE CERTIFICATE MUST BE COMPLETED BY AN OFFICER OF THE CORPORATION AND WHO DID NOT SIGN THE OFFER PAGE).**

I, _____, certify that I am the _____
of the Corporation named as Offeror herein; that _____ signed this
Bid on behalf of the Corporation, was then the _____ of said
Corporation; that said Bid was duly signed for and in behalf of said Corporation by authority of its
governing body, and is within the scope of its corporate powers.

CORPORATE OFFICER
(Signature)

STATE OF ARIZONA)
)
COUNTY OF _____)

(Required only for offers over \$100,000)

STATE OF ARIZONA)
)
COUNTY OF _____)

_____, Affiant,
(Name) (Title)

of _____, the Person, Corporation, or Company who make the accompanying
(Firm Name)

Bid, having first been sworn, deposes and says:

“That the Firm, Business or person submitting an offer is not debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, State or local government.

It is agreed that if any such preclusion from participation from any public procurement activity is currently pending, the Offeror must fully explain the circumstances relating to the preclusion or proposed preclusion. If awarded, the offeror must include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension of debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided."

(Firm Name)

By: _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20____.

My Commission Expires: _____
(Date) (Notary Public)

ATTACHMENT F

SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESS CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<input type="radio"/> 1.0 Small Business (SB) <input type="radio"/> 2.0 Small Business- African American (SBAA) <input type="radio"/> 3.0 Small Business- Asian (SBA) <input type="radio"/> 4.0 Small Business- Hispanic (SBH) <input type="radio"/> 5.0 Small Business- Native American (SBNA) <input type="radio"/> 6.0 Small Business- Other (SBO) <input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB) <input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA) <input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA) <input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH) <input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA) <input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<input type="radio"/> 13.0 Woman Owned Business (WOB) <input type="radio"/> 14.0 Woman Owned Bus. African American (WOBA) <input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA) <input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH) <input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA) <input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO) <input type="radio"/> 19.0 Minority Owned Bus. African American (MAA) <input type="radio"/> 20.0 Minority Owned Bus. Asian (MA) <input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA) <input type="radio"/> 22.0 Minority Owned Bus. Native American (NA) <input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

=====

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not
(check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature _____ Date _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not
(check one) a Minority and/or Women (check one or both) Owned Business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature _____ Date _____

EXHIBIT 1

SCOPE OF WORK: TIMBER MARKING AND TIMBER VOLUME ESTIMATION ARMY NATIONAL GUARD, CAMP NAVAJO

1. Purpose and General Description of Project.

1.1. The contractor shall perform timber marking and timber volume estimation necessary to market an 889 acre forest stand at the Arizona Army National Guard Camp Navajo installation at Bellemont, Arizona as a timber sale.

1.2. This project shall commence as soon as the contractor receives the purchase order and notice to proceed. This project shall be completed no later than August 30, 2008.

2. Project Background and Justification.

2.1. The Arizona Department of Emergency and Military Affairs (ADEMA), Arizona Army National Guard operates a training facility at Camp Navajo 11 miles west of Flagstaff, Arizona. Stand 47 is an 889.31 acre forest stand in the southwest portion of Camp Navajo that borders US Forest Service Property. This portion of the installation is a high priority for forest fuels reduction treatments because it is in close proximity to Sycamore Canyon, a Forest Service wilderness area with steep canyon walls and heavy fuel loads. This is an area that could generate intense wildfires that would threaten the military mission on Camp Navajo. The treatment to be implemented in Stand 47 is a fuels reduction thinning with a focus on enhancing stand spatial heterogeneity thereby maximizing long term crown spacing between retained groups of trees. Access to Stand 47 is by 11 miles of unimproved forest roads.

2.2. National Environmental Policy Act compliance has been completed on this timber sale through an Environmental Analysis entitled "Arizona Army National Guard, Camp Navajo Westside Buffer Training Area Forest Thinning and Prescribed Fire Project, Final Environmental Assessment" (Finding Of No Significant Impact signed March 10, 2006).

2.3. Timber Harvest Objectives:

- 1) Reduce risk of active crown fire by enhancing spatial heterogeneity of leave trees and reducing ladder fuels
- 2) Enhance forest health by retaining vigorous trees in many size classes, reducing competition, and isolating dwarf mistletoe populations
- 3) Enhance wildlife habitat by retaining large trees, promoting the growth of trees into larger size classes, retaining large snags, creating small forest openings

3. Project Requirements.

3.1. The contractor shall:

- a.** Perform a leave tree mark under the following timber marking prescription.
- 1) Maximum tree diameter for removal is 18 inches diameter at breast height (dbh).
 - 2) Enhance spatial heterogeneity within stands, thus reducing horizontal connectivity and restoring what we believe may approximate presettlement conditions. Accomplish spatial heterogeneity by selecting trees and groups of trees to retain [e.g. large vigorous trees or small trees “with potential”] then creating clumps of 3-9 trees).
 - 3) Attain a residual basal area of 40 to 60 square feet per acre on a stand average basis.
 - 4) Retain vigorous trees that may be more resistant to insects and disease.
 - 5) Retain existing large trees and recruit new large trees to recruit large snags.
 - 6) Retain trees in a variety of size classes.
 - 7) Retain features important to wildlife (e.g. large trees, large snags [$>18'$], large down logs).
 - 8) Reduce ladder fuels (clumps of trees should be mostly single-storied).
 - 9) Create openings 1-2 acres in area where possible (although openings of any size are valuable given that tree crowns expand rapidly and reentry will likely be > 20 years).
 - 10) In areas with dwarf mistletoe assume that all trees within 50 feet of last visible infection are infested and create a ponderosa pine free 50 foot wide buffer past these trees. Keep in mind that witches’ brooms may be important to wildlife and generally occur in larger older trees (>18 inches).
 - 11) Retain all oak and retain all presettlement juniper and most juniper $>12''$ diameter at root collar (drc).
 - 12) All trees intended for retention will be marked with a horizontal yellow stripe at dbh using lead-free tree marking paint (e.g. “Bark Mark” yellow tree marking paint NCP industries). Note that the stand boundary has been marked by AZDEMA personnel.
- b.** Estimate timber volume with $< 15\%$ Standard Error using fixed radius plots in each of the following size classes:

Pulpwood	= 5.0 – 8.9 inches dbh
Small Sawtimber	= 9.0 – 11.9
Sawtimber	= 12.0 – 17.9

Timber volume calculations will be based on height and diameter measurements and regression equations based on ponderosa pine allometry studies from the Flagstaff, Arizona region.

c. Prepare a final report. The final report will include all data collected, summary data tables including tree diameter distributions, timber volume estimates, and other descriptive metrics derived from collected data in order to market Stand 47 as a timber sale. All formulae used in calculations shall be provided to the State of Arizona.

d. Inform the ADEMA project manager of work performed and of any problems that are encountered within seven days of the end of each month in which field work is performed.

4. General Requirements.

4.1. The contractor shall submit the following within ten days of receipt of the purchase order or notice-to-proceed:

a. a project schedule showing work to be performed each month.

b. an invoice schedule that includes estimated future monthly billing amounts, by total invoice amount and by task, for the entire term of the project. The invoice schedule shall be prepared so that the final invoice amount is at least ten percent of the purchase order amount.

4.2. Once the contractor has commenced work on the project, the contractor shall submit a revised project schedule, and a revised estimate of monthly invoice amounts, by total invoice amount and by task, based on the actual work accomplished during the previous month, to the ADEMA project manager on a monthly basis.

4.3. All invoices must include the ADEMA purchase-order number, and shall describe the work performed by specific task (as shown in the SOW or contractor's proposal) in sufficient detail to communicate the actual amount of work performed or completed. All invoices will detail the number of acres of timber marked since the last invoice and the total number of acres of timber marked. Invoiced amounts shall correspond exactly to the specific tasks: lump-sum invoices for work composed of two or more separately-priced tasks will be returned to the contractor for correction. The contractor may invoice only for work actually performed. Invoices must be received by the ADEMA office specified on the purchase order no later than the current month for the previous month's performance. ADEMA shall not be liable for delayed payment of invoices not addressed or directed to the correct ADEMA office, or not received in the timeframe specified above.

4.4. The contractor shall have at least one employee qualified to act on behalf of the contractor at the site of the project at all times when work is being performed at the site either by employees of the contractor, or by parties other than direct employees of the contractor. This employee shall provide supervision for all work being performed, and shall be the person at the site of the project with whom the ADEMA project manager will communicate at the time, if necessary.

4.5. The contractor may not substitute any of the key personnel described in the contractor's proposal at any time without the prior written approval of the ADEMA project manager. Any substitutions must be equal or better than originally proposed, and the contractor shall present the

qualifications of the substitute personnel to demonstrate that this requirement is met. The contractor shall bear all transitional expenses incurred for any costs associated with removing or replacing key personnel.

4.6. If the contractor discovers or determines that the scope of the project must be changed due to differing site conditions, or for any other reason not anticipated in this SOW, which would result in a change in cost, completion time, or that makes significant changes in methodology, the contractor shall notify the ADEMA project manager in writing of the exact nature of the change as soon as possible, but in no case later than five business days. If the changes result in an increase or decrease in the established firm, fixed prices, such increase or decrease shall be detailed to such an extent as to allow the ADEMA project manager to evaluate the costs involved. This notification, which shall include revised prices, shall be submitted to the ADEMA project manager as soon as possible, but not later than five business days from discovery. The contractor shall forward all applicable documentation requesting a change to the ADEMA Purchasing and Contracting Office within five business days. All changes to the resultant contract, SOW and/or purchase order are not binding unless approved by an official amendment signed by the ADEMA Contracting Officer.

4.7. All deliverables provided by the contractor shall be printed double-sided unless single-sided documents are required, using paper with minimum 20 percent post-consumer recycled content, and reports shall be bound when appropriate. All deliverables shall also be provided on compact disc, and transmitted by e-mail when requested, composed of the original file formats (e.g., Microsoft Word, Microsoft Excel, etc.) used to create the deliverable. Each disc shall be labeled to indicate the name of the deliverable, the contractor name, and the date written. Scanned documents presented in "pdf" format are acceptable only when the source document does not exist in electronic format or is not available in its original electronic file format. All reports shall include the ADEMA purchase-order number.

All work for this project shall be coordinated with the ADEMA project manager designated below:

Mr. Thomas Parker
Natural Resources Manager
Arizona Department of Emergency & Military Affairs
Army National Guard Environmental Office
Camp Navajo
1 Hughes Blvd.
Bellemont, Arizona 86015

Phone: (928) 773-3318
Fax: (928) 773-3271
E-mail: Tom.Parker@azdema.gov